

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

GAYLE KARLSON-WELLS,

Plaintiff,

vs.

HOLLAND AMERICA LINE INC., a
Washington for-profit corporation,
HOLLAND AMERICA LINE, N.V., a
Curacao corporation, HOLLAND
AMERICA LINE – USA, INC, a
Washington for-profit corporation, HAL
NEDERLAND N.V., a Curacao
corporation,

Defendants.

NO.

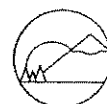
COMPLAINT FOR DAMAGES

JURY TRIAL DEMANDED

COMES NOW the above-named Plaintiff and alleges:

1. PARTIES

1.1 Plaintiff is, and at all times material hereto, a resident of Pierce County,
Washington.



1.2 Defendant Holland America Line, N.V. (HAL) is, and at all times relevant to this action, a Curacao corporation with its principal place of business in King County, Washington.

1.3 Defendant HAL is, and at all times relevant to this complaint, engaged in the business of a common carrier of passengers on water. HAL is, and at all time relevant hereto, the operator of the vessel known as the MS VEENDAM. As the operator of the MS VEENDAM, Defendant HAL had the non-delegable duty, which it shared jointly with all other Defendants named in this action, to exercise the highest degree of care for the safety of Plaintiff while she was on board the MS VEENDAM.

1.4 Defendant HAL Nederland, N.V. is, and at all times relevant to this complaint, a Curacao corporation whose principal place of business is unknown to Plaintiffs.

1.5 Defendant HAL Nederland, N.V. is, and at all times relevant to this complaint, engaged in the business of a common carrier of passengers on water and the owner of the vessel known as the MS VEENDAM.

1.6 As the owner of the MS VEENDAM, Defendant HAL Nederland, N.V. had the non-delegable duty, which it shared jointly with all other Defendants, to exercise the highest degree of care for the safety of Plaintiff while she was a passenger on the MS VEENDAM.

1.7 Defendants Holland America Line, Holland America Line – USA, Inc., and



Holland America Line, Inc. are, and at all times relevant to this complaint, Washington corporations with their principal place of business in King County, Washington and acted as the agent(s) of Defendants HAL Nederland N.V. and Holland America Line N.V.

1.8 At all times relevant to the matters set forth in this action, Defendants HAL, HAL Nederland, N.V., Holland America Line, Holland America Line – USA, Inc., and Holland America Line, Inc. jointly operated and conducted their common carrier business. The business was operated through organizations and other entities including, but not limited to, Cruiseport Curaco C.V. Plaintiff collectively refers to Defendants HAL, HAL Nederland, N.V., Holland America Line, Holland America Line – USA, Inc., and Holland America Line, Inc. as “Defendants.” Defendants shall also include all such entities that the above named defendants control.

2. JURISDICTION AND VENUE

2.1 This court has jurisdiction over the subject matter of and the parties to the complaint pursuant to 28 U.S.C. § 1331, §1332, and §1333, and Fed. R. Civ. P. 9(h).

2.2 Venue is proper in this court pursuant to the forum selection provision in the Defendants’ Cruise Contract and the principal place of business of one or more of the Defendants located in King County, Washington.



2.3 Plaintiff respectfully demand a trial by jury for their claims subject to jury trial, pursuant to LR 38(b).

3. **FACTS**

3.1 Plaintiffs purchased, and Defendants received funds, for a full fare for passenger cruise on the MS VEENDAM. As a consequence of the purchase, the parties entered into a contract for passage pursuant to Defendants' Cruise Contract.

3.2 Defendants' Cruise Contract provides that claims, such as those set forth in this complaint, are to be litigated before the United States District Court for the Western District of Washington at Seattle and shall be governed by and construed in accordance with the general maritime law of the United States and to the degree that such maritime law is not applicable that the laws of the State of Washington shall govern the contract.

3.3 On April 2, 2014 Plaintiff, while lawfully on Defendants' MS VEENDAM and while in a public dining area controlled and maintained by Defendants fell and incurred serious injuries. Defendants had a joint, several, and non-delegable duty to exercise the highest degree of care for the safety of Plaintiff.

3.4 Defendants' owned and operated the MS VEENDAM at all times relevant to this complaint as part of their business and held out that business out to the general public for hire and represented, and / or implied, that the

services that they provided included safe passage and safe facilities on the vessel.

3.5 As the owner and operators of the MS VEENDAM, Defendants, jointly and severally, were in control of and responsible for the maintenance, repair, and overall condition of the dining facility where Plaintiff was injured.

Defendants failed to provide a safe dining facility. Defendants, jointly and severally, had a non-delegable duty to exercise the highest degree of care for the condition of the MS VEENDAM, including the dining area where Plaintiff fell and was injured.

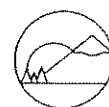
3.6 Defendants, jointly and severally, operated a business of a common carrier and were obligated to exercise the highest degree of care consistent with the practical operation of its type of transportation. Their failure to exercise this degree of care, as set forth in this complaint, was negligent.

3.7 It is believed that the MS VEENDAM was lying in navigable waters off Mexico at the time of Plaintiff's injury.

3.8 As a direct and proximate result of Defendants' negligence and breach of contract, jointly and severally, Plaintiff has been injured and suffered damages.

3.9 Written notice of claim was properly and timely given to Defendants.

4. Maritime Negligence



4.1 Defendants' conduct was a violation of their legal obligations and duties owed to Plaintiff as provided by the general maritime law of the United States of America and Defendants' cruise contract.

4.2 As a direct and proximate result of Defendants' negligence and violation of law, Plaintiff was injured and suffered damages.

4.3 The nature, extend, and amount of Plaintiff's injuries and general and special damages will be established at time of trial. To the extent that Plaintiff's damages are liquidated they are entitled to prejudgment interest.

5. Negligence

5.1 Defendants' conduct was in violation of their legal obligations and duties owed to Plaintiff as provided by the general maritime law of the United States of America, the State of Washington, and their Cruise Contract.

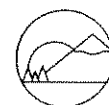
5.2 As a direct and proximate result of Defendants' negligence and violation of law, Plaintiff was injured and suffered damages.

5.3 The nature, extend, and amount of Plaintiff's injuries and damages will be established at time of trial. Any portion of their damages that are liquidated are entitled to prejudgment interest.

6. Breach of Contract

6.1 As part of Plaintiff's purchase of fare, Plaintiff was presented with and signed Defendants' Cruise Contract.

6.2 The condition of the public dining area where Plaintiff fell and was injured constituted a breach of Defendants' contractual representations that her



safety was very important to them, as the condition of the dinning area was not safe.

6.3 As a direct and proximate cause of Defendant's breach of contract, Plaintiff was injured. The nature, extend, and amount of Plaintiff's injuries and general and special damages will be established at time of trial. At least a portion of their damages are liquidated and they are, therefore, entitled to prejudgment interest on their liquidated damages.

WHEREFORE, Plaintiff prays for judgment against the above-named Defendants, jointly and severally as follows:

1. For Plaintiff's loss, including, but not limited to, pain and suffering, medical expense, loss of enjoyment of life and income loss, all in an amount to be proven at time of trial herein;
2. For Plaintiff's attorney's fees and costs, as allowed by law as well as prejudgment interest on their liquidated damages;
3. Permit them to amend their pleadings to conform to proof discovered prior or offered at time of trial; and
4. For such other and further relief as the court deems proper in the premises.

DATED: 4.1.15



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Robert Helland, WSBA #9559
Barbara McInville, WSBA #32386
Andrew Helland, WSBA #43181



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Robert Helland, WSBA 9559
Attorney for Plaintiff

VERIFICATION

UNDER penalty of perjury under the laws of the State of Washington I affirm
the following to be true:

That my name is Gayle Karlson-Wells

That I read the foregoing complaint for damages; know the contents thereof; and
believe the same to be true.

DATED: April 1, 2015, at Tacoma, WA,
Washington.

Gayle Karlson Wells
Gayle Karlson- Wells

